

EXHIBIT A

Part 1 of 5

DEFENDANTS' SYNOPSIS OF THE DEPOSITION TESTIMONY OF DANA WASSAM

Dana Wassam's deposition testimony completely contradicts assertions contained in her July 27, 2010 and August 23, 2010 declarations submitted in support of Bank of America's ("B of A's") motion for a preliminary injunction. B of A contends that it is entitled to a preliminary injunction because it will be irreparably harmed if Apollo is permitted to terminate the Contract on October 15, 2010. In this regard, Ms. Wassam stated in her declarations that "if access to the IDS software was terminated, customers would not be able to make online payments" and "it would take an estimated minimum of nine months for [B of A] to implement a new fully functional online payment website, including consumer adoption." *See* Dkt. # 7 at ¶¶ 10, 23. However, Ms. Wasam admitted during her deposition that 85% of the customers using the Apollo websites are able to make online payments through B of A's online banking site, and the remaining 15% will be able to do so by November 7, 2010. (Wassam Tr. at 62:15-63:9; 65:16-67:3; 82:8-82:24; 86:19-95:9; 176:3-177:4). In addition, customers are able to make payments by phone, through the mail, and at B of A branches. (*Id.* at 67:4-67:15; 177:5-177:10). Further, although Ms. Wassam's declarations state that in the event Apollo's services are terminated, B of A will experience a "vast" increase in call volume which will adversely affect "all" B of A consumer account customers and damage B of A's reputation (*see, e.g.*, Dkt. # 7 at ¶ 24), a line of business contingency plan prepared by B of A and reviewed by Ms. Wassam states that while "[c]all centers would have an increase in call volume . . . minimal impact has been noted during past outages" (Wassam Tr. at 145:16-151:20; 155:15-175:13). Indeed, Wassam testified that management of B of A's Card Services division, which accounts for 70% of the traffic over the Apollo websites, did not believe that the division required additional call center resources to handle the increased call volume expected in the event Apollo terminated its services. (*Id.* at 80:14-80:17; 133:5-133:14).

Ms. Wassam's deposition testimony also completely undermines her assertion in her declaration that both B of A and Apollo understood the term "web hit" as used in the Contract to mean "a unique visitor accessing the website." (See Dkt. # 7 at ¶ 19). Ms. Wassam was not involved in negotiating the Contract and could not identify any documents contemporaneous with the Contract's execution demonstrating that B of A understood the term to mean a "unique visitor accessing the website." (Wassam Tr. at 45:18-49:21; 51:15-55:11). Ms. Wassam's assertion in her declaration was based solely on statements made to her by Steven Demarest. (Wassam Tr. at 53:17-54:2). However, Mr. Demarest submitted a declaration in support of B of A's motion for a preliminary injunction, which Ms. Wassam reviewed before it was submitted, stating that he "does not recall any discussions regarding web hits" at the time the Contract was executed. (See Dkt. # 24 at ¶ 6, Wassam Tr. at 143:20-145:15). Ms. Wassam also conceded that even if B of A's definition of web hits is used the number of unique visitors accessing the sites each month exceeds the 170,000 figure used in Schedule C to the Contract. (Wassam Tr. at 55:12-61:3; 197:15-198:20).

Ms. Wassam's deposition testimony also supports Apollo's contentions (i) that the Apollo websites were originally intended to be used by delinquent credit card customers to make payments but that B of A redirected customers whose accounts were current to make payments using the Apollo websites (Wassam Tr. at 192:7-197:4); and (ii) that Apollo has not been paid for processing payments for "Collect" and "Recover" transactions received via the Apollo websites (*id.* at 189:10-192:6).

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1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 - - - - -x
5 BANK OF AMERICA, N.A.,

6 Plaintiff,
7 -against- Civil Action No.
8 10-5707 (DLC)

9 APOLLO ENTERPRISE SOLUTIONS, LLC,
10 APOLLO ENTERPRISE SOLUTIONS, INC. and
11 MORIAH PARTNERS, LLC,

12 Defendants.
13
14 - - - - -x

15 31 West 52nd Street
16 New York, New York

17 September 24, 2010
18 10:14 a.m.

19 DEPOSITION of DANA WASSAM,
20 on behalf of the Plaintiff in the
21 above-entitled action, held at the
22 above time and place, taken before
23 Barbara P. Goldsmith, a Notary Public
24 of the State of New York, pursuant to
25 order and stipulations between
Counsel.

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1	DANA WASSAM	
2	A. I have not.	10:52:31AM
3	Q. And I apologize. You said	10:52:31AM
4	three names. You said Ms. Whitmore,	10:52:37AM
5	Mr. Demarest and who else in terms of	10:52:39AM
6	negotiate the agreement?	10:52:42AM
7	A. Anh Gates.	10:52:43AM
8	Q. Anh Gates. Have you spoken	10:52:44AM
9	with Ms. Gates about paragraph 6.1 of	10:52:46AM
10	the application services provider	10:52:49AM
11	agreement?	10:52:49AM
12	A. I have not.	10:52:49AM
13	Q. Have you spoken with her	10:52:50AM
14	about paragraph 6.2?	10:52:53AM
15	A. I have not.	10:52:55AM
16	Q. 6.3?	10:52:55AM
17	A. I have not.	10:52:56AM
18	Q. If you can turn to Schedule	10:52:57AM
19	C of the agreement.	10:53:11AM
20	Do you recognize that to be	10:53:28AM
21	the pricing schedule for the	10:53:30AM
22	agreement?	10:53:31AM
23	A. I recognize this to be	10:53:32AM
24	Schedule C of the agreement.	10:53:36AM
25	Q. And what is your	10:53:37AM

1	DANA WASSAM	
2	understanding of what Schedule C of	10:53:38AM
3	the agreement is?	10:53:40AM
4	A. The fees and pricing for the	10:53:42AM
5	agreement.	10:53:44AM
6	Q. I'm sorry?	10:53:44AM
7	A. The fees and pricing for the	10:53:46AM
8	agreement.	10:53:50AM
9	Q. Okay. And did you negotiate	10:53:50AM
10	Schedules C of the agreement?	10:53:52AM
11	A. I did not.	10:53:53AM
12	Q. Do you know who negotiated	10:53:54AM
13	Schedule C of the agreement for Bank	10:53:57AM
14	of America?	10:53:59AM
15	A. By fact, no. By assumption,	10:53:59AM
16	as I said before, Anh, Steve and	10:54:03AM
17	Julie.	10:54:05AM
18	Q. But you don't know for a	10:54:06AM
19	fact?	10:54:08AM
20	A. Correct.	10:54:08AM
21	Q. Did Mr. Demarest ever tell	10:54:08AM
22	you that he had negotiated Schedule C	10:54:10AM
23	of the agreement?	10:54:12AM
24	A. He told he had approved	10:54:13AM
25	Schedule C of the agreement.	10:54:15AM

1 DANA WASSAM

2 Q. Did he tell you whether he 10:54:16AM

3 ever negotiated it? 10:54:18AM

4 A. We didn't specifically talk 10:54:19AM

5 about the term, negotiate. Excuse me. 10:54:21AM

6 Q. Did Ms. Gates -- I'm sorry. 10:54:24AM

7 Withdrawn.

8 Have you spoken with 10:54:31AM

9 Ms. Whitmore about Schedule C of the 10:54:33AM

10 agreement? 10:54:34AM

11 A. No. 10:54:34AM

12 Q. Have you spoken with 10:54:35AM

13 Ms. Gates about Schedule C of the 10:54:36AM

14 agreement? 10:54:38AM

15 A. We talked about Schedule C, 10:54:39AM

16 yes. 10:54:41AM

17 Q. And tell me about your 10:54:41AM

18 discussion with Ms. Gates regarding 10:54:43AM

19 Schedule C. 10:54:45AM

20 A. It was actually as part of 10:54:46AM

21 the discussions that we had with our 10:54:49AM

22 attorneys and it was related to asking 10:54:51AM

23 her who had negotiated it. 10:54:56AM

24 Q. And what did she tell you? 10:54:58AM

25 MS. MORRIS: Could I just 10:55:02AM

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1	DANA WASSAM	
2	interrupt. Were these discussions	10:55:03AM
3	with the attorneys present?	10:55:07AM
4	THE WITNESS: Yes.	10:55:08AM
5	MS. MORRIS: I'm going to	10:55:09AM
6	assert privilege if the attorneys	10:55:12AM
7	were present during the	10:55:14AM
8	discussions.	10:55:16AM
9	MS. CLARK-WEINTRAUB: Okay.	10:55:16AM
10	Q. You can turn to paragraph 19	10:55:16AM
11	of your declaration. Excuse me. In	10:55:32AM
12	paragraph 19 of your declaration, you	10:55:45AM
13	say in the last line that, "A web hit	10:55:47AM
14	as used in the agreement was	10:55:50AM
15	understood by both Bank of America and	10:55:52AM
16	Apollo to mean a unique visitor	10:55:54AM
17	accessing the website."	10:55:57AM
18	Do you see that?	10:55:59AM
19	A. Uh-huh. Yes.	10:55:59AM
20	Q. Did you negotiate the	10:56:01AM
21	meaning of the term, web hit, with	10:56:06AM
22	Apollo?	10:56:08AM
23	A. I did not.	10:56:08AM
24	Q. Do you know for a fact who	10:56:09AM
25	negotiated -- who at Bank of America	10:56:11AM

1 DANA WASSAM

2 negotiated the meaning of the term, 10:56:13AM

3 web hit, as used in Schedule C of the 10:56:15AM

4 agreement with Apollo? 10:56:17AM

5 A. As with my other answers, 10:56:18AM

6 for a fact, no. I assume it was Julie 10:56:20AM

7 and Steve and Anh. 10:56:22AM

8 Q. Did Mr. Demarest tell you 10:56:23AM

9 that he had negotiated the meaning of 10:56:25AM

10 the term, web hit, with Apollo as used 10:56:26AM

11 in Schedule C? 10:56:29AM

12 A. He did not tell me that he 10:56:30AM

13 specifically negotiated it. He told 10:56:33AM

14 me that he understood it to mean a 10:56:34AM

15 unique visitor. 10:56:38AM

16 Q. So your assertion in 10:56:38AM

17 paragraph 19 that Bank of America 10:56:40AM

18 understood the term to mean a unique 10:56:41AM

19 visitor is based upon whoa 10:56:44AM

20 Mr. Demarest told you? 10:56:46AM

21 A. Yes. 10:56:46AM

22 Q. And you understand that 10:56:47AM

23 Apollo takes the position in this 10:56:55AM

24 litigation that it did not understand 10:56:57AM

25 the term, web hit, to be a unique 10:56:59AM

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1	DANA WASSAM	
2	visitor to the website?	10:57:02AM
3	A. I understand that.	10:57:04AM
4	Q. What is a unique visitor	10:57:05AM
5	accessing the website? What do you	10:57:08AM
6	mean by that term as you've used it in	10:57:11AM
7	paragraph 19 of your declaration?	10:57:15AM
8	A. A unique visitor is a	10:57:16AM
9	customer who comes to the website and	10:57:17AM
10	up indicates for services.	10:57:23AM
11	Q. So if that same customer	10:57:29AM
12	signs in again, are they counted again	10:57:32AM
13	as a unique visitor?	10:57:35AM
14	A. We would count the total	10:57:36AM
15	number of times that they sign in, but	10:57:39AM
16	they are still one unique person.	10:57:41AM
17	Q. So if the same person, if I,	10:57:43AM
18	for example, signed in to the site 100	10:57:46AM
19	times, I would only be counted once?	10:57:48AM
20	A. It would count 100	10:57:50AM
21	authentications, one unique visitor.	10:57:53AM
22	Q. So if -- but if I signed in	10:57:55AM
23	100 times, you would count me as one	10:57:58AM
24	unique visitor?	10:58:02AM
25	A. One unique visitor, you're	10:58:02AM

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1 DANA WASSAM

2 one unique person. 10:58:06AM

3 Q. And what is the basis of 10:58:08AM

4 your understanding of a unique visitor 10:58:09AM

5 being as you described? 10:58:14AM

6 A. Generally, it's how the bank 10:58:15AM

7 reports on its visitors to its 10:58:17AM

8 websites, whether it's Bank of 10:58:20AM

9 America.com, online banking or other 10:58:23AM

10 websites that it hosts. We look to 10:58:26AM

11 see how many times a customer comes

12 back because that proves the 10:58:29AM

13 usefulness of the service that we're 10:58:30AM

14 offering. 10:58:33AM

15 Q. Are you aware of any 10:58:38AM

16 documents that are contemporaneous 10:58:47AM

17 with the time the agreement was 10:58:50AM

18 executed that reflect Bank of 10:58:51AM

19 America's understanding that the term, 10:58:55AM

20 web hits, as used in Schedule C of the 10:58:56AM

21 agreement meant a unique visitor to 10:58:59AM

22 the site? 10:59:01AM

23 A. Forgive my ignorance, but I 10:59:02AM

24 need you to tell me what the term, 10:59:06AM

25 contemporaneous, means. 10:59:08AM

1 DANA WASSAM

2 Q. Dated at or about the time 10:59:08AM

3 of the agreement. 10:59:11AM

4 A. Okay. I'm not aware of any. 10:59:11AM

5 Q. And did Mr. Demarest explain 10:59:14AM

6 to you why he believed the term, web 10:59:16AM

7 hit, meant a unique visitor? 10:59:19AM

8 A. Not specifically. 10:59:21AM

9 Q. Did you ask him why then the 10:59:21AM

10 Schedule C did not use the term, 10:59:28AM

11 unique visitor? 10:59:31AM

12 A. No. 10:59:31AM

13 Q. Did you ask Ms. Gates 10:59:31AM

14 whether or not she had understood the 10:59:51AM

15 term, web hit, to mean a unique 10:59:53AM

16 visitor as used in Schedule C of the 10:59:56AM

17 agreement? 10:59:58AM

18 A. Again, the conversation that 10:59:59AM

19 I had with Ms. Gates was with our 11:00:00AM

20 attorneys present. 11:00:03AM

21 MS. CLARK-WEINTRAUB: Are 11:00:05AM

22 you going to direct her? 11:00:06AM

23 MS. MORRIS: Yes, we'll 11:00:06AM

24 assert the privilege. 11:00:09AM

25 Q. Did you speak with any 11:00:11AM

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1	DANA WASSAM	
2	other -- well, withdrawn.	11:00:12AM
3	Did you ask Ms. Whitmore	11:00:16AM
4	whether or not she understood the	11:00:18AM
5	term, web hit, as used in Schedule C	11:00:19AM
6	of the agreement to be a unique	11:00:22AM
7	visitor?	11:00:23AM
8	A. No.	11:00:23AM
9	Q. Did you ask Ms. Stockton	11:00:24AM
10	that question?	11:00:26AM
11	A. No.	11:00:26AM
12	Q. Has anyone other than	11:00:27AM
13	Mr. Demarest told you that Bank of	11:00:40AM
14	America understood the term, web hit,	11:00:43AM
15	in Schedule C to mean unique visitor?	11:00:45AM
16	A. No.	11:00:49AM
17	Q. So the sole basis for your	11:00:49AM
18	assertion in paragraph 19 of your	11:00:54AM
19	declaration that web hit, as used in	11:00:55AM
20	the agreement, was understood by Bank	11:00:57AM
21	of America to mean a unique visitor	11:01:00AM
22	accessing the website is	11:01:02AM
23	Mr. Demarest's statement to you?	11:01:06AM
24	MS. MORRIS: Objection. You	11:01:07AM
25	can go ahead.	11:01:08AM

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1	DANA WASSAM	
2	A. It is.	11:01:08AM
3	Q. And what's the basis for	11:01:14AM
4	your statement in paragraph 19 of your	11:01:15AM
5	declaration that "Apollo understood	11:01:17AM
6	the term, web hit, to mean a unique	11:01:19AM
7	visitor accessing the website"?	11:01:23AM
8	A. When Mr. Demarest and I	11:01:25AM
9	spoke, he indicated that Apollo and	11:01:27AM
10	the bank had the same understanding.	11:01:29AM
11	Q. And did he explain the basis	11:01:30AM
12	for his assertion that Apollo had the	11:01:32AM
13	same understanding?	11:01:34AM
14	A. Generally speaking, when	11:01:35AM
15	apparent enter into a contract, they	11:01:38AM
16	are in agreement on the terms.	11:01:40AM
17	Q. So that was the basis for	11:01:42AM
18	Mr. Demarest's?	11:01:52AM
19	A. He indicated that when they	11:01:53AM
20	entered into the agreement, they	11:01:55AM
21	understood the term to mean the same	11:01:57AM
22	thing.	11:01:58AM
23	Q. And did he indicate who at	11:01:58AM
24	Apollo understood the term to mean the	11:02:01AM
25	same thing?	11:02:03AM

1 DANA WASSAM

2 A. No. 11:02:03AM

3 Q. Did Mr. Demarest ever tell 11:02:03AM

4 you who he spoke with in negotiating 11:02:05AM

5 the contract -- well, withdrawn. 11:02:07AM

6 Did Mr. Demarest ever 11:02:11AM

7 identify for you any Apollo personnel 11:02:12AM

8 that he dealt with in negotiating the 11:02:16AM

9 contract? 11:02:19AM

10 A. Not specifically, we didn't 11:02:20AM

11 talk about it. 11:02:22AM

12 Q. How does the system 11:02:23AM

13 calculate the number of unique 11:02:48AM

14 visitors? 11:02:51AM

15 A. We get data from Apollo on 11:02:51AM

16 the customers who authenticate to the 11:02:57AM

17 system, and in our reporting we look 11:03:00AM

18 at the account numbers for the 11:03:03AM

19 customers who visit multiple times and 11:03:05AM

20 we determine that, in your example, 11:03:08AM

21 you authenticated 100 times and you 11:03:12AM

22 are one unique visitor. 11:03:15AM

23 Q. So the count of unique 11:03:15AM

24 visitors at the bank comes from a data 11:03:20AM

25 provided by Apollo? 11:03:21AM

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1	DANA WASSAM	
2	A. That's correct.	11:03:22AM
3	Q. And has Bank of America	11:03:23AM
4	calculated how many unique visitors,	11:03:35AM
5	as you've defined this term, accessed	11:03:40AM
6	the website in each of the months that	11:03:43AM
7	Apollo provided services under the	11:03:46AM
8	agreement?	11:03:48AM
9	A. We have a reporting that I	11:03:48AM
10	have been able to locate from 2008	11:03:50AM
11	forward. I don't know if it was	11:03:53AM
12	calculated before that period of time.	11:03:54AM
13	Q. And this is a question for	11:03:55AM
14	your counsel, not for you.	11:04:03AM
15	MS. CLARK-WEINTRAUB: Has	11:04:05AM
16	that reporting been produced; do	11:04:05AM
17	you know?	11:04:09AM
18	MS. MORRIS: Yeah, I'm not	11:04:09AM
19	entirely sure exactly what it is	11:04:11AM
20	that Ms. Wassam is discussing. So	11:04:13AM
21	to be honest, I don't know.	11:04:17AM
22	MS. CLARK-WEINTRAUB: We	11:04:18AM
23	would call for the production of	11:04:19AM
24	it if you haven't produced it	11:04:20AM
25	already.	11:04:23AM

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1 DANA WASSAM

2 Q. I'm sorry. So you said you 11:04:23AM
3 were able to find reporting from some 11:04:27AM
4 point in 2008. Do you remember 11:04:30AM
5 approximately when? 11:04:32AM

6 A. I think it was August. 11:04:33AM

7 Q. And you don't have any 11:04:34AM
8 information on the number of unique 11:04:37AM
9 visitors for months prior to August of 11:04:40AM
10 2008? 11:04:42AM

11 A. I have data on the number of 11:04:42AM
12 payments processed through the site, 11:04:44AM
13 but I don't know if that is inclusive 11:04:46AM
14 of unique visitors. 11:04:49AM

15 Q. Okay. I understand that. 11:04:50AM
16 But just so I'm clear, in terms of 11:04:53AM
17 data the bank has which reflects the 11:04:58AM
18 number of unique visitors to the site, 11:05:00AM
19 you only have that information from 11:05:02AM
20 August 2008 forward? 11:05:04AM

21 A. That's the only information 11:05:05AM
22 I have been able to locate. 11:05:07AM

23 Q. So that you have not been 11:05:08AM
24 able to locate any information on 11:05:11AM
25 unique visitors in 2006? 11:05:12AM

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1	DANA WASSAM	
2	A. I have not.	11:05:13AM
3	Q. Or 2007?	11:05:15AM
4	A. Correct.	11:05:16AM
5	Q. Or any month prior to August	11:05:16AM
6	of 2008?	11:05:18AM
7	A. I said I believe it was	11:05:19AM
8	August.	11:05:21AM
9	Q. Sure. Fair enough.	11:05:21AM
10	And based upon your review	11:05:24AM
11	of the data you had been able to find,	11:05:31AM
12	how many unique visitors a month visit	11:05:35AM
13	the site?	11:05:39AM
14	A. I actually have not focused	11:05:40AM
15	on the number of unique visitors	11:05:43AM
16	visiting the site. The primary	11:05:46AM
17	function that Apollo serves for us is	11:05:47AM
18	to take payment instructions from our	11:05:48AM
19	customers. So the primary focus has	11:05:50AM
20	been on the number of payment	11:05:53AM
21	instructions that have been taken and	11:05:55AM
22	processed. And in total for both our	11:05:55AM
23	DFS product and our credit card	11:05:58AM
24	product, the peak number of payment	11:05:59AM
25	instructions taken was approximately	11:06:01AM

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1 DANA WASSAM

2 300,000. That was in the month of 11:06:04AM

3 January 2010. At the inception of the 11:06:06AM

4 agreement, approximately 75,000 plus 11:06:09AM

5 or minus payment instructions were 11:06:13AM

6 taken, and as of last month I believe 11:06:16AM

7 the number was 230,000 payment 11:06:18AM

8 instructions. 11:06:22AM

9 Q. Sure. And I think those 11:06:22AM

10 numbers, we'll get there a little 11:06:23AM

11 later, are set forth in your reply 11:06:26AM

12 declaration. Do you recall that? 11:06:29AM

13 A. Yes. 11:06:31AM

14 Q. Are the -- based upon your 11:06:31AM

15 location, though, of the number of 11:06:32AM

16 unique visitors, were the monthly 11:06:34AM

17 numbers higher or lower than 170,000? 11:06:38AM

18 A. Higher. 11:06:42AM

19 Q. How much higher? 11:06:42AM

20 A. I would say higher at some 11:06:43AM

21 points because at the inception of the 11:06:46AM

22 agreement I don't know if there was 11:06:48AM

23 more than 170,000 unique visitors, as 11:06:51AM

24 we've discussed the term. There were, 11:06:53AM

25 as I said, approximately 75,000 11:06:55AM

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1 DANA WASSAM

2 payment instructions at that time. 11:06:58AM

3 MS. CLARK-WEINTRAUB: Would
4 you just read back the beginning
5 of the answer.

6 (The requested portion of
7 the record was read.) 11:06:59AM

8 Q. From August of 2008 forward, 11:06:59AM
9 were the number of unique visitors to 11:07:17AM
10 the site, based upon your review, each 11:07:20AM
11 month higher than 170,000? 11:07:22AM

12 A. Again, I didn't focus on the 11:07:26AM
13 number of unique visitors in my 11:07:27AM
14 analysis. I would assume that they 11:07:29AM
15 may have been because not every 11:07:32AM
16 customer who comes to the site is 11:07:35AM
17 capable of making a payment or may 11:07:37AM
18 choose not to make a payment at that 11:07:40AM
19 time. So you may have more customers 11:07:41AM
20 authenticate than actually give 11:07:43AM
21 payment instructions. 11:07:46AM

22 Q. I understand what you're 11:07:47AM
23 saying. 11:07:49AM

24 Is that generally the case, 11:07:49AM
25 that the number of unique visitors 11:07:52AM

VERITEXT REPORTING COMPANY

212-267-6868

www.veritext.com

516-608-2400

1	DANA WASSAM	
2	aside?	11:07:56AM
3	A. Generally.	11:07:56AM
4	MS. CLARK-WEINTRAUB: And	11:08:05AM
5	again, we would call for a	11:08:05AM
6	production of those, those	11:08:06AM
7	numbers, that data to the extent	11:08:08AM
8	that you have not produced it.	11:08:10AM
9	MS. MORRIS: We'll take that	11:08:14AM
10	under advisement. We'll take a	11:08:15AM
11	look and see what we have and what	11:08:17AM
12	we produced.	11:08:18AM
13	MS. CLARK-WEINTRAUB: Okay.	11:08:20AM
14	Q. Okay. My understanding is	11:08:21AM
15	that there are two primary lines of	11:08:41AM
16	business within Bank of America that	11:08:45AM
17	use the Apollo website. Is that fair?	11:08:47AM
18	A. That's correct.	11:08:49AM
19	Q. And one of them is consumer	11:08:50AM
20	card?	11:08:53AM
21	A. Card services.	11:08:54AM
22	Q. Card services. And the	11:08:56AM
23	other one is DFS?	11:08:58AM
24	A. That's correct.	11:09:02AM
25	Q. And DFS stands for dealer	11:09:03AM